

Comments re UTV Agreement

Terry Marasco [tmarasco@sbcglobal.net]

Sent:

Wednesday, September 23, 2009 6:29 AM

To:

snakevalley@utah.gov; [Snake Valley](#)

Attachments:



MarascoComments for NV and~1.doc (32 KB)[[Open as Web Page](#)]

Comments for NV and Utah Agreement: Stop Pumping Triggers

Terry Marasco September 18, 2009

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While it is acknowledged in this agreement that "more studies need to be conducted", the high estimate of water has been allocated. Then it is reasonable to include certain protections.

The science available now gives a reasonable picture of 1) the range of water volume, 2) where highest impacts will take place, 3) the time for impacts to occur, 4) the long-term effects of those impacts even after pumping ceases.

The reasonable template for legal actions for the groundwater mining expected by the science in Snake Valley is the Owens Valley experience. For example:

In the early 1970s Los Angeles completed a second aqueduct supplied by a dramatic increase in groundwater pumping from the valley, a further reduction in the amount of irrigated lands, and an increase in diversions from the Mono Basin. Despite Los Angeles' assurances that its activities would cause no harm, its groundwater pumping dried up most of the valley's major springs and began to deprive tens of thousands of acres of groundwater-dependent vegetation of its water supply. Also, by the mid-1970s, Mono Lake began to shrink.

Decades of expensive litigation (on some occasions even when Los Angeles signed then broke agreements) by the financially pressed local counties, the state, and environmental and citizens groups, combined with increased environmental awareness, have led to commitments by Los Angeles in recent years to restore the 60 miles of the Owens River, to mitigate the dust rising from the dry bed of Owens Lake, to maintain Mono Lake at specified levels, to return river flow to the Owens Gorge, and to responsibly manage groundwater pumping in the valley.

Therefore it is reasonable to include, with a clause that states these numbers may be adjusted based on new science before any agreement is in effect, and the history of such water diversions are likely to include near- and long-term legal actions:

1. pre-determined and automatic triggers that would curtail or discontinue groundwater pumping in Nevada if certain defined changes or conditions are detected by the monitoring including trippers upstream such as Spring Valley;
2. defined changes specifically by area (random valley floor stations, at springs, at ranches and residences), and defined small and large area flow systems in Snake and Spring Valley;
3. provisions that would allow the Utah State Engineer to seek mitigation and/or compensation in the form of guarantees of \$5,000,000,000;
4. Mandate fines of \$25,000/day if Nevada does not cease pumping, and require Nevada to provide guarantees of \$25,000,000 to enforce this agreement in the appropriate legal forums;
5. Provide specific air quality cease-pumping triggers. The triggers are to state not only PM10 and lesser particulates, but also levels of mercury, erionite (an asbestos like mineral that causes the same kind of mesothelioma cancer), the radioactive elements americium, plutonium, uranium, cobalt, cesium, strontium, and europium, and the fungal spores that cause Valley Fever (coccidioidomycosis) are all in high concentrations in surface soils in Nevada; ans
6. provide that groundwater pumping could resume once groundwater levels, spring flows, depth to water in wells, have recovered to pre-determined levels.

Terry Marasco

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